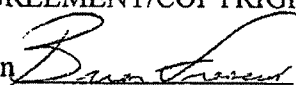


WORK-FOR-HIRE AGREEMENT/COPYRIGHT ASSIGNMENT

This Agreement is entered into between  ("Consultant") on the one hand, and Waldman Publishing Corporation ("Waldman") on the other hand (Consultant and Waldman together, the "Parties").

The Parties understand and agree that Waldman has commissioned Consultant to produce for Waldman on a work-for-hire basis certain designs, artwork, graphics, textual creations, and/or related works (collectively, the "Works"). A brief description of the Works is included in the attached Exhibit A. Consultant understands and agrees that "Works" as used in this Agreement includes all materials, sketches, and drafts that Consultant creates that lead up to the finished product.

Consultant acknowledges that Waldman is relying on Consultant to provide Waldman with works that do not violate any intellectual property rights of any person or entity. In that context, Consultant unequivocally represents and warrants that (1) the Works are Consultant's original creation, (2) Consultant owns the full right, title, and interest in and to the Works, including all trademark, copyright, patent, and other intellectual property rights, and (3) Consultant is fully empowered to grant and/or confirm all rights that are the subject of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which Consultant hereby acknowledges, Consultant hereby acknowledges and agrees that the Works are and/or were created as works-made-for-hire for Waldman under the United States Copyright Act, and that Waldman is to be considered the author of the Works for purposes of copyright. To the extent that the Works may be ineligible for work-for-hire status, Consultant hereby irrevocably sells, transfers, and assigns to Waldman all present and future right, title, and interest in and to the Works, in any and all media now known or hereafter developed, including but not limited to worldwide copyright rights therein (and all renewals and extensions thereof) along with all causes of action, including those for infringement, known or unknown, that have accrued or will accrue, from the conception or creation of each such work.

Consultant agrees not to disclose any information relating to the Works to any third-party, and Consultant also agrees that Consultant will keep confidential all details and specifications concerning this Agreement, the Works, and past, present, and future Waldman projects.

Any materials, drafts, and/or works that have been produced by Consultant for Waldman to date are subject to the terms set forth in this Agreement.

Consultant understands and agrees that the effect of this Agreement is that Consultant is releasing all claims of any kind to the Works, and that the Works shall be exclusively owned by Waldman in all respects. In the event that Consultant wishes to exploit and/or utilize the Works in any respect (whether for commercial purposes or otherwise), Consultant will first obtain written approval from Waldman, which approval Waldman may withhold for any reason at all, reasonable or otherwise.

This Agreement supersedes any previous and/or current arrangements, agreements, and/or practices that may be or may have been in place between Consultant and Waldman. This

Agreement will be governed by the laws of the State of New York, and the Parties waive any objection to the personal jurisdiction or venue of the state or federal courts of the State of New York. The state and federal courts of the State of New York will have exclusive jurisdiction over any dispute brought relating to this Agreement.

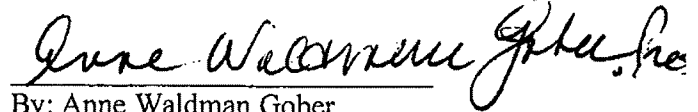
[Consultant]



Printed Name: Brian Frenkel

Date Signed: 1/10/07

WALDMAN PUBLISHING CORPORATION



By: Anne Waldman Guber

Title: President

Date Signed: 1/11/07

Exhibit A

Purchase of digital art for:

2519's KIDS Puzzle Books

2519-1 Summer Fun Search and Find Detective For Kids

2519-2 Travel and Adventure Crosswords For Kids

WORK-FOR-HIRE AGREEMENT/COPYRIGHT ASSIGNMENT

This Agreement is entered into between ELLIST KRAUTH, INC. ("Consultant") on the one hand, and Waldman Publishing Corporation ("Waldman") on the other hand (Consultant and Waldman together, the "Parties").

The Parties understand and agree that Waldman has commissioned Consultant to produce for Waldman on a work-for-hire basis certain designs, artwork, graphics, textual creations, and/or related works (collectively, the "Works"). A brief description of the Works is included in the attached Exhibit A. Consultant understands and agrees that "Works" as used in this Agreement includes all materials, sketches, and drafts that Consultant creates that lead up to the finished product.

Consultant acknowledges that Waldman is relying on Consultant to provide Waldman with works that do not violate any intellectual property rights of any person or entity. In that context, Consultant unequivocally represents and warrants that (1) the Works are Consultant's original creation, (2) Consultant owns the full right, title, and interest in and to the Works, including all trademark, copyright, patent, and other intellectual property rights, and (3) Consultant is fully empowered to grant and/or confirm all rights that are the subject of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which Consultant hereby acknowledges, Consultant hereby acknowledges and agrees that the Works are and/or were created as works-made-for-hire for Waldman under the United States Copyright Act, and that Waldman is to be considered the author of the Works for purposes of copyright. To the extent that the Works may be ineligible for work-for-hire status, Consultant hereby irrevocably sells, transfers, and assigns to Waldman all present and future right, title, and interest in and to the Works, in any and all media now known or hereafter developed, including but not limited to worldwide copyright rights therein (and all renewals and extensions thereof) along with all causes of action, including those for infringement, known or unknown, that have accrued or will accrue, from the conception or creation of each such work.

Consultant agrees not to disclose any information relating to the Works to any third-party, and Consultant also agrees that Consultant will keep confidential all details and specifications concerning this Agreement, the Works, and past, present, and future Waldman projects.

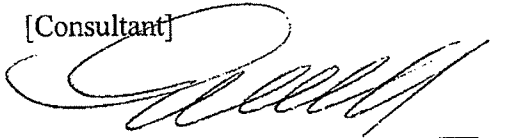
Any materials, drafts, and/or works that have been produced by Consultant for Waldman to date are subject to the terms set forth in this Agreement.

Consultant understands and agrees that the effect of this Agreement is that Consultant is releasing all claims of any kind to the Works, and that the Works shall be exclusively owned by Waldman in all respects. In the event that Consultant wishes to exploit and/or utilize the Works in any respect (whether for commercial purposes or otherwise), Consultant will first obtain written approval from Waldman, which approval Waldman may withhold for any reason at all, reasonable or otherwise.

This Agreement supersedes any previous and/or current arrangements, agreements, and/or practices that may be or may have been in place between Consultant and Waldman. This

Agreement will be governed by the laws of the State of New York, and the Parties waive any objection to the personal jurisdiction or venue of the state or federal courts of the State of New York. The state and federal courts of the State of New York will have exclusive jurisdiction over any dispute brought relating to this Agreement.

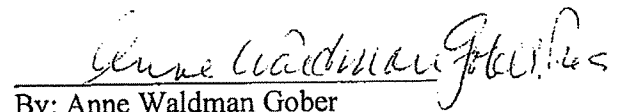
[Consultant]



Printed Name: ELLIOT KRESLOFF

Date Signed: 1/7/07

WALDMAN PUBLISHING CORPORATION



By: Anne Waldman Gober

Title: President

Date Signed:

Exhibit A

Purchase of digital designs and layouts for cover art on:

2519s KIDS Puzzle Books

2519-1 Summer Fun Search and Find Detective For Kids

2519-2 Travel and Adventure Crosswords For Kids

WORK-FOR-HIRE AGREEMENT/COPYRIGHT ASSIGNMENT

This Agreement is entered into between MARTIN GROSS ("Consultant") on the one hand, and Waldman Publishing Corporation ("Waldman") on the other hand (Consultant and Waldman together, the "Parties").

The Parties understand and agree that Waldman has commissioned Consultant to produce for Waldman on a work-for-hire basis certain designs, artwork, graphics, textual creations, and/or related works (collectively, the "Works"). A brief description of the Works is included in the attached Exhibit A. Consultant understands and agrees that "Works" as used in this Agreement includes all materials, sketches, and drafts that Consultant creates that lead up to the finished product.

Consultant acknowledges that Waldman is relying on Consultant to provide Waldman with works that do not violate any intellectual property rights of any person or entity. In that context, Consultant unequivocally represents and warrants that (1) the Works are Consultant's original creation, (2) Consultant owns the full right, title, and interest in and to the Works, including all trademark, copyright, patent, and other intellectual property rights, and (3) Consultant is fully empowered to grant and/or confirm all rights that are the subject of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which Consultant hereby acknowledges, Consultant hereby acknowledges and agrees that the Works are and/or were created as works-made-for-hire for Waldman under the United States Copyright Act, and that Waldman is to be considered the author of the Works for purposes of copyright. To the extent that the Works may be ineligible for work-for-hire status, Consultant hereby irrevocably sells, transfers, and assigns to Waldman all present and future right, title, and interest in and to the Works, in any and all media now known or hereafter developed, including but not limited to worldwide copyright rights therein (and all renewals and extensions thereof) along with all causes of action, including those for infringement, known or unknown, that have accrued or will accrue, from the conception or creation of each such work.

Consultant agrees not to disclose any information relating to the Works to any third-party, and Consultant also agrees that Consultant will keep confidential all details and specifications concerning this Agreement, the Works, and past, present, and future Waldman projects.

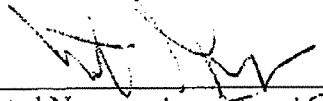
Any materials, drafts, and/or works that have been produced by Consultant for Waldman to date are subject to the terms set forth in this Agreement.

Consultant understands and agrees that the effect of this Agreement is that Consultant is releasing all claims of any kind to the Works, and that the Works shall be exclusively owned by Waldman in all respects. In the event that Consultant wishes to exploit and/or utilize the Works in any respect (whether for commercial purposes or otherwise), Consultant will first obtain written approval from Waldman, which approval Waldman may withhold for any reason at all, reasonable or otherwise.

This Agreement supersedes any previous and/or current arrangements, agreements, and/or practices that may be or may have been in place between Consultant and Waldman. This

Agreement will be governed by the laws of the State of New York, and the Parties waive any objection to the personal jurisdiction or venue of the state or federal courts of the State of New York. The state and federal courts of the State of New York will have exclusive jurisdiction over any dispute brought relating to this Agreement.

[Consultant]


Printed Name: MARTIN GROSS
Date Signed: 2/9/07

WALDMAN PUBLISHING CORPORATION

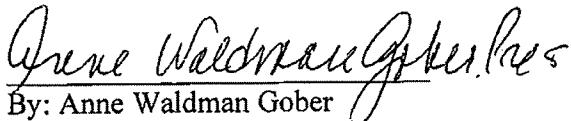
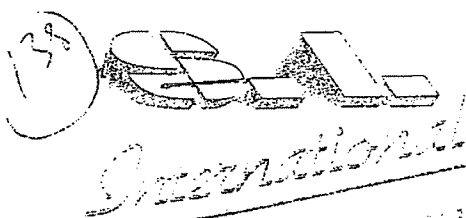

By: Anne Waldman Guber
Title: President
Date Signed: 2/15/07

Exhibit A

One Manuscript for

2519-2 Travel and Adventure Crosswords For Kids:

clues, answers and puzzle grids



10-8772

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Date 2-7-95

To:

Josh Harnett
Waldman Robinsky

INVOICE
FRIGHT # 3-2629394
4-2629694
5-2629794
B/B - 3633394

Artwork by Tim McGinness - Miralles
For Beauty and Beast - Classics/FRIGHT TIME #3, 4, 5-
FINISHES

Commission on order: Date 12-14-94.

Total B/B \$850 ~~x4~~ → FRIGHT TIME #3, 4, 5 = \$3000 = \$3850

Rights reserved.

As per Agreement

✓
Beauty & Beast
- \$850

5960-79

5960

-3
-4
-5

The right to reproduce this artwork will be licensed to you upon receipt of payment of this invoice. Payment terms—Net 30. See reverse side for terms.

The copyright license pertains only to the reproduction rights specified above. All other rights remain the sole property of the artist or S.I. International.

Checks should be made payable to S.I. International, Inc., 100 East 11th Street, New York, NY 10003. Please do not send cash or money orders.

Thank you.

S.I. International

See above

CA

FED ID# 13-321420/

(181)

3-22-95
2-9292
International

60 East 43rd Street, 10th Floor, New York, NY 10017-2498
Tel: (212) 691-1000 Fax: (212) 691-1001

INVOICE

Date 5-31-95

2633694

TO: JOSH HANFT
Waldman Rob.
310 MADISON AVE

Reviewed by Taime + Conchita
For Little Mermaid &

R.O.#:

Commission or Order Date 4/12/95

Total \$ 850

Rights Licensed:

As per agreement

The right to reproduce this artwork will be licensed to you upon receipt of payment of this invoice. Payment terms—Thirty days. (See reverse side for terms.)

The copyright license pertains only to the reproduction rights specified above. All other rights remain the sole property of the artist and S.I. International.

Checks should be made payable to S.I. International and mailed to 60 East 43rd Street, New York, NY 10017. Please file our invoice number with your payment.

Thank you.
S.I. International

JY000-80

CA

Fed ID#13-3214201



40 East 63 Street NEW YORK, NY 10022 TEL 212 661-1111 FAX 212 661-1112
Telex 9130 SINTELCO-10111 IN 212-661-1111

INVOICE

11-8953

Date 3-8-95

2633494

TO:
JOSH HANFT
Waldman Publishing
310 Madison

Artwork by Jim McGinness
For CINDERELLA - KILL FEE
P.O. No.
Commission/order date 12-23-94
Total \$ 400
Rights Licensed: As per Contract

The right to reproduce this artwork will be licensed to you upon receipt of payment of this invoice. Payment terms—Thirty days. Fee reverts back for terms.

The copyright license pertains only to the reproduction rights specified above. All other rights remain the sole property of the artist and S.I. International.

Checks should be made payable to S.I. International and mailed to 40 East 63rd Street, New York, NY 10022. Please enclose this invoice with your payment.

J 4000-81

Thank you
S.I. International

KEY CA

OK

Fed ID# 13-3214201

(B8)
12-9082
S.I. International

INVOICE

Date 4-10-95

2633494

To: Josh Hantt
Waldman

Attention: Josie Yee
Cmdeullen - Finnish

Transmission or order Date 12-23-94

Total 850

By: As per Agreement

The right to reproduce this work will be transferred to the purchaser for their
private, personal use only. All other rights remain the property of S.I. International.

The copyright license pertains only to the reproduction of the work as specified above. All other
rights remain the sole property of the author and S.I. International.

Checks should be made payable to S.I. International and mailed to: S.I. International
Inc., New York, NY 10001. Please check the enclosed invoice for details.

Thank you
S.I. International

J4000-81

KEY: CA

OK

FED ID # 13 321 4201

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: TWINKLE TWINKLE

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:



Date:

8.23.04

Printed

Name: _____

Exhibit A

Description of project:

FULL COLOR ART FOR COVER AND INTERIORS OF 275-1 TWINKLE TWINKLE LITTLE
STAR

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: Xmas Spin-A-Song Story books

276-2 We Wish You A Merry Xmas

I, COSTA ALAVEZOS, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by

Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By: Costa Alavezos Date: 1-12-06

Printed
Name: COSTA ALAVEZOS

Exhibit A

**Preparation of drawings for 276-2 "We Wish You A Merry Xmas/Xmas
Spin-A-Song Story Books"**

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: Xmas Spin-A-Song Story books

276-1 Jingle Bells, Jingle Bells

I, Carol Ferrando, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by

Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By: 

Date: January 2006

Printed

Name: Carl Ferrando

Exhibit A

Preparation of drawings for 276-1 "Jingle Bells, Jingle Bells/Xmas
Spin-A-Song Story Books"

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: Xmas Spin-A-Song Story books

276-1 Jingle Bells, Jingle Bells

276-2 We Wish You A Merry Xmas

I, Elliot Kreloff, Inc., understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

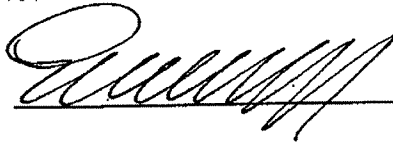
I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

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If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:  Date: 1/27/06

Printed
Name: ELLIOT KRELOFF

Exhibit A

Preparation of designs and layouts for 276-1 "Jingle Bells, Jingle Bells/Xmas Spin-A-Song Story books" and 276-2 "We Wish You A Merry Xmas/Xmas Spin-A-Song Story books"

WORK-FOR-HIRE AGREEMENT/COPYRIGHT ASSIGNMENT

This Agreement is entered into between Carol Ferraro ("Consultant") on the one hand, and Waldman Publishing Corporation ("Waldman") on the other hand (Consultant and Waldman together, the "Parties").

The Parties understand and agree that Waldman has commissioned Consultant to produce for Waldman on a work-for-hire basis certain designs, artwork, graphics, textual creations, and/or related works (collectively, the "Works"). A brief description of the Works is included in the attached Exhibit A. Consultant understands and agrees that "Works" as used in this Agreement includes all materials, sketches, and drafts that Consultant creates that lead up to the finished product.

Consultant acknowledges that Waldman is relying on Consultant to provide Waldman with works that do not violate any intellectual property rights of any person or entity. In that context, Consultant unequivocally represents and warrants that (1) the Works are Consultant's original creation, (2) Consultant owns the full right, title, and interest in and to the Works, including all trademark, copyright, patent, and other intellectual property rights, and (3) Consultant is fully empowered to grant and/or confirm all rights that are the subject of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which Consultant hereby acknowledges, Consultant hereby acknowledges and agrees that the Works are and/or were created as works-made-for-hire for Waldman under the United States Copyright Act, and that Waldman is to be considered the author of the Works for purposes of copyright. To the extent that the Works may be ineligible for work-for-hire status, Consultant hereby irrevocably sells, transfers, and assigns to Waldman all present and future right, title, and interest in and to the Works, in any and all media now known or hereafter developed, including but not limited to worldwide copyright rights therein (and all renewals and extensions thereof) along with all causes of action, including those for infringement, known or unknown, that have accrued or will accrue, from the conception or creation of each such work.

Consultant agrees not to disclose any information relating to the Works to any third-party, and Consultant also agrees that Consultant will keep confidential all details and specifications concerning this Agreement, the Works, and past, present, and future Waldman projects.

Any materials, drafts, and/or works that have been produced by Consultant for Waldman to date are subject to the terms set forth in this Agreement.

Consultant understands and agrees that the effect of this Agreement is that Consultant is releasing all claims of any kind to the Works, and that the Works shall be exclusively owned by Waldman in all respects. In the event that Consultant wishes to exploit and/or utilize the Works in any respect (whether for commercial purposes or otherwise), Consultant will first obtain written approval from Waldman, which approval Waldman may withhold for any reason at all, reasonable or otherwise.

This Agreement supersedes any previous and/or current arrangements, agreements, and/or practices that may be or may have been in place between Consultant and Waldman. This

Agreement will be governed by the laws of the State of New York, and the Parties waive any objection to the personal jurisdiction or venue of the state or federal courts of the State of New York. The state and federal courts of the State of New York will have exclusive jurisdiction over any dispute brought relating to this Agreement.

[Consultant]

WALDMAN PUBLISHING CORPORATION

Printed Name:

Date Signed:

Carol Ferrando

CF

March 2007

Anne Waldman Guber

By: Anne Waldman Guber

Title: President

Date Signed:

3/27/07

Carol Ferrando, Waldman Publishing Work-for-Hire Agreement Exhibit A, March 13, 2007

Exhibit A

Cover artwork for the following title in the H332 series:

H332-69 Happy Times

Author/Editor/Artist/Designer initial and date: _____

(CF) March 2007

Miller
David O. Miller
 2 Dean Court
 East Northport, NY 11731
 631-266-6875
 djmiller@i-2000.com
 www.i2.i-2000.com/~djmiller/

INVOICE

Purchase of Illustrations Invoice

Date: June 19, 2003	Attention: Rochelle Larkin
Client: Waldman Publishing Corp. 570 Seventh Ave New York, NY 10018-1603 212-730-9590	Illustrators Job Number: 060103
	Clients Job Number or PO:

Assignment Description:

Purchase of color illustration for the cover of the coloring book "We Love Color".

Fee: \$200.00

Itemized Expenses, (Other Billable Items):

Shipping

Expenses: \$13.65

Total: \$213.65

Minus Payments on Account: \$00.00

Balance Due: \$213.65

Social Security: 406-96-0317
Make checks payable to David O. Miller

Date: June 19, 2003

David O. Miller, Miller Design/Illustration
 Member Graphic Artist Guild of New York

WORK-FOR-HIRE AGREEMENT/COPYRIGHT ASSIGNMENT

This Agreement is entered into between LINDA WINCHESTER ("Consultant") on the one hand, and Waldman Publishing Corporation ("Waldman") on the other hand (Consultant and Waldman together, the "Parties").

The Parties understand and agree that Waldman has commissioned Consultant to produce for Waldman on a work-for-hire basis certain designs, artwork, graphics, textual creations, and or related works (collectively, the "Works"). A brief description of the Works is included in the attached Exhibit A. Consultant understands and agrees that "Works" as used in this Agreement includes all materials, sketches, and drafts that Consultant creates that lead up to the finished product.

Consultant acknowledges that Waldman is relying on Consultant to provide Waldman with works that do not violate any intellectual property rights of any person or entity. In that context, Consultant unequivocally represents and warrants that (1) the Works are Consultant's original creation, (2) Consultant owns the full right, title, and interest in and to the Works, including all trademark, copyright, patent, and other intellectual property rights, and (3) Consultant is fully empowered to grant and/or confirm all rights that are the subject of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which Consultant hereby acknowledges, Consultant hereby acknowledges and agrees that the Works are and or were created as works-made-for-hire for Waldman under the United States Copyright Act, and that Waldman is to be considered the author of the Works for purposes of copyright. To the extent that the Works may be ineligible for work-for-hire status, Consultant hereby irrevocably sells, transfers, and assigns to Waldman all present and future right, title, and interest in and to the Works, in any and all media now known or hereafter developed, including but not limited to worldwide copyright rights therein (and all renewals and extensions thereof) along with all causes of action, including those for infringement, known or unknown, that have accrued or will accrue, from the conception or creation of each such work.

Consultant agrees not to disclose any information relating to the Works to any third-party, and Consultant also agrees that Consultant will keep confidential all details and specifications concerning this Agreement, the Works, and past, present, and future Waldman projects.

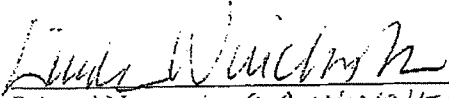
Any materials, drafts, and/or works that have been produced by Consultant for Waldman to date are subject to the terms set forth in this Agreement.

Consultant understands and agrees that the effect of this Agreement is that Consultant is releasing all claims of any kind to the Works, and that the Works shall be exclusively owned by Waldman in all respects. In the event that Consultant wishes to exploit and/or utilize the Works in any respect (whether for commercial purposes or otherwise), Consultant will first obtain written approval from Waldman, which approval Waldman may withhold for any reason at all, reasonable or otherwise.

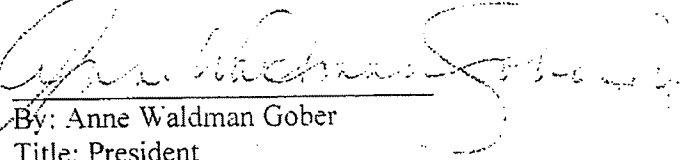
This Agreement supersedes any previous and/or current arrangements, agreements, and/or practices that may be or may have been in place between Consultant and Waldman. This

Agreement will be governed by the laws of the State of New York, and the Parties waive any objection to the personal jurisdiction or venue of the state or federal courts of the State of New York. The state and federal courts of the State of New York will have exclusive jurisdiction over any dispute brought relating to this Agreement.

[Consultant]


Printed Name: LINDA WINCHESTER
Date Signed: 3/24/07

WALDMAN PUBLISHING CORPORATION


By: Anne Waldman Gober
Title: President
Date Signed: 3/26/07

Linda Winchester. Waldman Publishing Work-for-Hire Agreement Exhibit A. March 20, 2007

Exhibit A

Artwork as described below:

H332-70 Rainbow Road (cover)
G426-40 Christmas in the Country (cover)
1520-1 Fairy Tale Numbers Preschool Workbook (interior line art)
1520-4 Fairy Tale Learning Readiness (cover)
F6826-36 Original Christmas Fun Pad (kids watching Santa) (cover)
9550-2 Cats and Kittens (color cover art and interior line art)

Author Editor Artist Designer initial and date: LW 3/24/07

WORK-FOR-HIRE AGREEMENT/COPYRIGHT ASSIGNMENT

This Agreement is entered into between Gabe Waldman ("Consultant") on the one hand, and Waldman Publishing Corporation ("Waldman") on the other hand (Consultant and Waldman together, the "Parties").

The Parties understand and agree that Waldman has commissioned Consultant to produce for Waldman on a work-for-hire basis certain designs, artwork, graphics, textual creations, and/or related works (collectively, the "Works"). A brief description of the Works is included in the attached Exhibit A. Consultant understands and agrees that "Works" as used in this Agreement includes all materials, sketches, and drafts that Consultant creates that lead up to the finished product.

Consultant acknowledges that Waldman is relying on Consultant to provide Waldman with works that do not violate any intellectual property rights of any person or entity. In that context, Consultant unequivocally represents and warrants that (1) the Works are Consultant's original creation, (2) Consultant owns the full right, title, and interest in and to the Works, including all trademark, copyright, patent, and other intellectual property rights, and (3) Consultant is fully empowered to grant and/or confirm all rights that are the subject of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which Consultant hereby acknowledges, Consultant hereby acknowledges and agrees that the Works are and/or were created as works-made-for-hire for Waldman under the United States Copyright Act, and that Waldman is to be considered the author of the Works for purposes of copyright. To the extent that the Works may be ineligible for work-for-hire status, Consultant hereby irrevocably sells, transfers, and assigns to Waldman all present and future right, title, and interest in and to the Works, in any and all media now known or hereafter developed, including but not limited to worldwide copyright rights therein (and all renewals and extensions thereof) along with all causes of action, including those for infringement, known or unknown, that have accrued or will accrue, from the conception or creation of each such work.

Consultant agrees not to disclose any information relating to the Works to any third-party, and Consultant also agrees that Consultant will keep confidential all details and specifications concerning this Agreement, the Works, and past, present, and future Waldman projects.

Any materials, drafts, and/or works that have been produced by Consultant for Waldman to date are subject to the terms set forth in this Agreement.

Consultant understands and agrees that the effect of this Agreement is that Consultant is releasing all claims of any kind to the Works, and that the Works shall be exclusively owned by Waldman in all respects. In the event that Consultant wishes to exploit and/or utilize the Works in any respect (whether for commercial purposes or otherwise), Consultant will first obtain written approval from Waldman, which approval Waldman may withhold for any reason at all, reasonable or otherwise.

This Agreement supersedes any previous and/or current arrangements, agreements, and/or practices that may be or may have been in place between Consultant and Waldman. This

Agreement will be governed by the laws of the State of New York, and the Parties waive any objection to the personal jurisdiction or venue of the state or federal courts of the State of New York. The state and federal courts of the State of New York will have exclusive jurisdiction over any dispute brought relating to this Agreement.

[Consultant] GEORGE WALDMAN

George Waldman

Printed Name:

Date Signed: 3/19/07

WALDMAN PUBLISHING CORPORATION

Anne Waldman Guber

By: Anne Waldman Guber

Title: President

Date Signed: 3/22/07

George Wildman, Waldman Publishing Work-for-Hire Agreement Exhibit A, March 14, 2007

Exhibit A

Cover art for the following titles in the H332 and F6826 series:

H332-73 Fun for All
H332-74 My Friends

F6826-31 Original Christmas Fun Pad

Author/Editor/Artist/Designer initial and date: GW - 3/19/07



4-0120

TO Mr. Josh Hanft 212-986-1418
WALDMAN PUBLISHING
310 Madison Ave. #1406
New York, NY 10017

INVOICE NO. 1000

DATE 12/8/95

P.O. NO. ERJ #4616

DESCRIPTION F/C illustration of two coloring book covers,
FOREST ANIMALS & KITTENS at \$800 each equaling
\$1,600.

USAGE

COMPREHENSIVES

DESIGN

PRODUCTION

ILLUSTRATION Fee: \$1,600

LETTERING

MATERIALS & SUPPLIES

SHIPPING OTHER

REVISIONS

SUBTOTAL: \$1,600

SALES TAX: out of state

TOTAL:

MINUS DEPOSIT:

TOTAL DUE: \$1,600

Rosenthal Represents
3850 Eddingham Avenue
Calabasas, CA 91302
(818) 222-5445

300-05
A+2

PLEASE REMIT TO: ROSENTHAL REPRESENTS, [REDACTED]

NET 30 DAYS UNLESS OTHERWISE SPECIFIED. OVER 30 DAYS 1½% LATE CHARGE PER MONTH WILL BE BILLED.

(310) 390-9595

WORK-FOR-HIRE AGREEMENT/COPYRIGHT ASSIGNMENT

This Agreement is entered into between Lee Kaster ("Consultant") on the one hand, and Waldman Publishing Corporation ("Waldman") on the other hand (Consultant and Waldman together, the "Parties").

The Parties understand and agree that Waldman has commissioned Consultant to produce for Waldman on a work-for-hire basis certain designs, artwork, graphics, textual creations, and/or related works (collectively, the "Works"). A brief description of the Works is included in the attached Exhibit A. Consultant understands and agrees that "Works" as used in this Agreement includes all materials, sketches, and drafts that Consultant creates that lead up to the finished product.

Consultant acknowledges that Waldman is relying on Consultant to provide Waldman with works that do not violate any intellectual property rights of any person or entity. In that context, Consultant unequivocally represents and warrants that (1) the Works are Consultant's original creation, (2) Consultant owns the full right, title, and interest in and to the Works, including all trademark, copyright, patent, and other intellectual property rights, and (3) Consultant is fully empowered to grant and/or confirm all rights that are the subject of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which Consultant hereby acknowledges, Consultant hereby acknowledges and agrees that the Works are and/or were created as works-made-for-hire for Waldman under the United States Copyright Act, and that Waldman is to be considered the author of the Works for purposes of copyright. To the extent that the Works may be ineligible for work-for-hire status, Consultant hereby irrevocably sells, transfers, and assigns to Waldman all present and future right, title, and interest in and to the Works, in any and all media now known or hereafter developed, including but not limited to worldwide copyright rights therein (and all renewals and extensions thereof) along with all causes of action, including those for infringement, known or unknown, that have accrued or will accrue, from the conception or creation of each such work.

Consultant agrees not to disclose any information relating to the Works to any third-party, and Consultant also agrees that Consultant will keep confidential all details and specifications concerning this Agreement, the Works, and past, present, and future Waldman projects.

Any materials, drafts, and/or works that have been produced by Consultant for Waldman to date are subject to the terms set forth in this Agreement.

Consultant understands and agrees that the effect of this Agreement is that Consultant is releasing all claims of any kind to the Works, and that the Works shall be exclusively owned by Waldman in all respects. In the event that Consultant wishes to exploit and/or utilize the Works in any respect (whether for commercial purposes or otherwise), Consultant will first obtain written approval from Waldman, which approval Waldman may withhold for any reason at all, reasonable or otherwise.

This Agreement supersedes any previous and/or current arrangements, agreements, and/or practices that may be or may have been in place between Consultant and Waldman. This

Agreement will be governed by the laws of the State of New York, and the Parties waive any objection to the personal jurisdiction or venue of the state or federal courts of the State of New York. The state and federal courts of the State of New York will have exclusive jurisdiction over any dispute brought relating to this Agreement.

[Consultant]

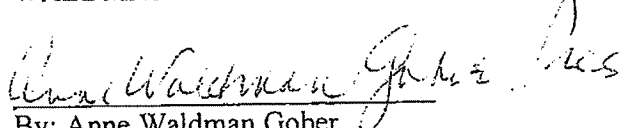


LEE KASTER

Printed Name:

Date Signed: 3/19/07

WALDMAN PUBLISHING CORPORATION



By: Anne Waldman Gober

Title: President

Date Signed: 3/24/07

Lee Kaster, Waldman Publishing Work-for-Hire Agreement Exhibit A, March 15, 2007

Exhibit A

S400-178 1,2,3 Count with Me (cover art)
I7000-56 PWW: Let's Go to the Zoo (cover)

D7120-1 My Favorite Sticker Book of Letters and Words (cover and interior art)
D7120-2 MFSB: Numbers and Counting (cover and interior art)
D7120-3 MFSB: Colors and Art (cover and interior art)
D7120-4 MFSB: Animals and their Homes (cover and interior art)

9550-1 Horses and Ponies (interior line drawings)

Author/Editor/Artist/Designer initial and date: _____

LK
3/19/07

DAI
International

43 East 19 Street NEW YORK, N.Y. 10003 Tel: 212 634-4366 Telex: 427539 SIART
Diagonal 125 63009 BARCELONA - SPAIN Tel: 353-3900 Telex: 34007-SEILE

8-0423

INVOICE

Date 12/8/95

No. 2679895

TO: Josh Hanft
Waldman

Art work by Francesc Mateu

For Halloween Cover

P.O. No. _____

Commission or order Date 11/14/95

Total \$ 800.00

Rights Licensed: AS PER AGREEMENT

The right to reproduce this art work will be licensed to you upon receipt of payment of this invoice. Payment terms—thirty days. (See reverse side for terms).

The copyright license pertains only to the reproduction rights specified above. All other rights remain the sole property of the artist and DAI International.

Checks should be made payable to DAI International and mailed to 43 East 19th Street, New York, N.Y. 10003. Please include invoice number with your payment.

*Did you
see
G 11/25/95*

(419 - 10)

CH

(H)

Thank you.

DAI International

FED. I.D. #13 321 4201

DAI
International

43 East 19 Street NEW YORK, N.Y. 10003 Tel: 212 484-4396 Telex: 427539 SIART
Diagonal, 125 11 BARCELONA - SPAIN Tel: 93-2900 Telex: 54007-SEILE

8-0424

INVOICE

Date 12/8/95

No. 2678095

TO: Josh Hanft
Waldman

Art work by Montsia Ponedon
For Halloween Cover
P.O. No. _____
Commission or order Date 11/14/95
Total \$ 800.00
Rights Licensed: AS PER AGREEMENT

The right to reproduce this art work will be licensed to you upon receipt of payment of this invoice. Payment terms—thirty days. See reverse side for terms.

The copyright license pertains only to the reproduction rights specified above. All other rights remain the sole property of DAI and DAI International.

Checks should be made payable to DAI International and mailed to 43 East 19th Street, New York, N.Y. 10003. Please include invoice number with your payment.

Let's
Go to
Halloween
Party

C419-13

(A)
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FED. I.D. # 13 321 4201

U.I.
International

43 East 19 Street NEW YORK, N.Y. 10003 Tel. 212-694-4936 Telex: 427939 SLART
Diagonal, 123 130 BARCELONA - SPAIN Tel. 353-3900 Telex: 34007-SEILE

8-0422

INVOICE

Date 12/8/95

No. 2679995

TO: Josh Hanft
Waldman

Art work by Bob Ostrom
For Halloween Cover
P.O. No. _____
Commission or order Date 11/14
Total \$ ~~800.00~~ 800.00
Rights Licensed: AS PER AGREEMENT

The right to reproduce this art work will be licensed to you upon receipt of payment of this invoice. Payment terms—thirty days. (See reverse side for terms)

The copyright license pertains only to the reproduction rights specified above. All other rights remain the sole property of the artist and U.I. International.

Checks should be made payable to U.I. International and mailed to 43 East Nineteenth Street, New York, N.Y. 10003. Please include invoice number with your payment.

Fun on
Halloween

C 419-24

CA

(Signature)

For you.

U.I. International

FED. I.D. #133214201

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: Full Color Cover Art for Halloween and Springtime coloring books:

E484-19: Springtime Parade Coloring Book

E419-21: Trick or Treat Coloring Book

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have

been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By: Costa Alvarez

Date: 4-18-05

Printed
Name: COSTA ALAVEZOS

Exhibit A

Description of project

Full Color Cover Art for Halloween and Springtime coloring books:

E484-19: Springtime Parade Coloring Book

E419-21: Trick or Treat Coloring Book

STATEMENT

DON SECREASE
702C LOFTY POINT
BALLWIN, MO. 63021
TEL 1-636-256-9529
FAX 1-636-227-6689

CLIE
COM

P.O. NU
JOB NU
DATE: 11-22-11

ARKIN

NG
- Suite 800
10018

1

DINOSAUR COLORING BOOK COVER

SS # 496-54-1376

B 487-7

KEY CA

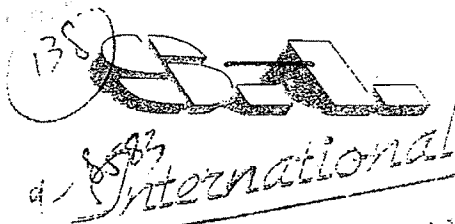
Argy

TOTAL

~~\$300.00~~ \$300.00

\$300.00





48 East 19 Street NEW YORK, N.Y. 10003 Tel. (212) 694-4300 Telex: 270001 JIINT
Diagonal 128, 0809 BARCELONA - Spain Tel. (93) 481111 Telex: 340001 JIINT

INVOICE

2630194-DOTS
2630294-MAZES
2630394-Hidden

Date 1-17-95

TO:

JOSH HANFT
Waldman Publishing
310 Madison Ave

Art work by David CHRISTENSEN
For Let me Try Series - Hidden Pictures, MAZES, DOTS

P.O. No.

Commission or order Date 12-14-95

Total \$ 2,550.00

Rights Licensed:

As per Agreement

The right to reproduce this art work will be licensed to you upon receipt of payment of this invoice. Payment terms—thirty days. (See reverse side for terms).

The copyright license pertains only to the reproduction rights specified above. All other rights remain the sole property of the artist and J.I. International.

Checks should be made payable to J.I. International and mailed to 48 East Nineteenth Street, New York, N.Y. 10003. Please cite our invoice number with your payment.

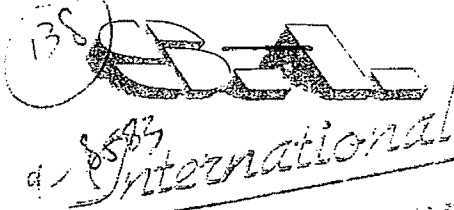
51123
-7

Thank you,
J.I. International

KEY CA

OK

FED ID # 13-321-4201



43 East 19 Street, NEW YORK, N.Y. 10003 Tel. (212) 684-4000 Telex: 517000 SII
Diagonal, 108, 10009 BARCELONA, SPAIN Tel. (34) 93 21 01 21 Telex: 5410 SII

INVOICE

2630194-DOTS
2630294-MAZES
No. 2630394-Hidden

Date 1-17-95

TO:

JOSH HANFT
Waldman Publishing
310 Madison Ave

Art work by David CHRISTENSEN
For Let me Try Series - Hidden Pictures, MAZES, DOTS
P.O. No.
Commission or order Date 12-14-95
Total \$ 2,550.00
Rights Licensed: As per Agreement

The right to reproduce this art work will be licensed to you upon receipt of payment of this invoice. Payment terms—thirty days. (See reverse side for details).

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Checks should be made payable to S.I. International and mailed to 43 East Nineteenth Street, New York, N.Y. 10003. Please cite your invoice number with your payment.

Thank you,

S.I. International

51153-3

KEY CA

OK

FED ID# 13-321-4201